

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

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NOVO NORDISK INC. and	:
NOVO NORDISK A/S,	:
	:
Plaintiffs,	:
	:
v.	:
	:
AUROBINDO PHARMA LTD. and	:
AUROBINDO PHARMA USA, INC.,	:
	:
Defendants.	:
	:
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Civil Action No. 12-1026  
(FLW)(DEA)

*Document Filed Electronically*

**STIPULATED REQUEST FOR ENTRY OF FINAL JUDGMENT**

WHEREAS, Plaintiffs Novo Nordisk Inc. and Novo Nordisk A/S (collectively "Novo Nordisk") brought the above-captioned action against Defendants Aurobindo Pharma Ltd. and Aurobindo Pharma USA, Inc. (collectively, "Aurobindo") for infringement of United States Patent No. 6,677,358 ("the '358 Patent");

WHEREAS, in a judgment dated January 19, 2011, the Eastern District of Michigan adjudged the '358 Patent unenforceable and claim 4 of the '358 Patent invalid in *Novo Nordisk A/S, et al. v. Caraco Pharm. Labs., Ltd., et al.*, Civil Action No. 2:05 CV 40188 (E.D. Mich.) ("Michigan Action Judgment").

Based on the premises set forth above, the parties met, conferred and reached agreement on a means for the efficient disposition of the issues and claims raised and asserted in this action. The agreement was reached in order to save and conserve the costs of litigation and judicial resources, and without any admission of liability by either party. Good cause appearing therefore,

**IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned counsel for the parties and subject to the approval of the Court, that:

1. Judgment on the pleadings shall be entered in favor of Aurobindo that the '358 Patent is unenforceable and claim 4 of the '358 Patent is invalid based on the collateral estoppel effect of the Michigan Action Judgment.

2. Each party in the action shall bear its own costs, expenses, and attorneys' fees, and waives any right to pursue against any other party an award of costs, expenses, or attorneys' fees.

3. Any future action or claim that the parties decide to pursue against one another arising out of the facts or circumstances alleged in Novo Nordisk's Complaint shall be filed in this District. This Court shall retain jurisdiction over this stipulation and any future claim(s) as set forth in this paragraph.

4. Whereas after entry of this stipulation, final judgment shall be entered by the Court.

5. If a court of appeals vacates or reverses the Michigan Action Judgment in part or in whole, this Court will, in accordance with Fed. R. Civ. P. 60(b)(5), vacate the final judgment in this action.

Dated: April 9, 2012

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Dated: April 6, 2012

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